

THIS AGREEMENT, made and entered into on this 4th day of April, 1977, by and between the BOROUGH OF COLLINGSWOOD, in the County of Camden, State of New Jersey, a municipal corporation of the State of New Jersey (hereinafter referred to as Borough), and LOCAL 830, INTERNATIONAL BROTHERHOOD OF TEAMSTERS, CHAUFFEURS, WAREHOUSEMEN AND HELPERS OF AMERICA, (hereinafter referred to as Union), represents the complete and final understanding on all bargainable issues between the Borough and the Union and is designed to maintain and promote a harmonious relationship between the Borough and such of its employees who are covered by Article I, Recognition, in order that more efficient and progressive public service may be rendered.

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ARTICLE I
RECOGNITION

The Borough recognizes the Union as the exclusive collective negotiations agent for all blue collar employees employed in the Borough's Highway, Sewer and Water Departments, but excluding all craft and professional employees, managerial, executives, department heads, deputy department heads and supervisors within the meaning of the applicable statute.

are in conformance with the Constitution and Laws of New Jersey and of the United States.

C. Nothing contained herein shall be construed to deny or restrict the Borough of its rights, responsibilities and authority under any state statute or any other national, state, county or municipal statute, act, ordinance, resolution or other legislative enactment or determination.

ment and shall be followed in its entirety unless any step is waived by mutual consent:

Step One:

a. An aggrieved employee shall institute action under the provisions hereof within seven (7) working days of the occurrence of the grievance and an earnest effort shall be made to settle the differences between the aggrieved employee and his immediate supervisor for the purpose of resolving the matter informally. Failure to act within said seven (7) working days shall be deemed to constitute an abandonment of the grievance.

b. The Supervisor shall render a decision within three (3) working days after receipt of the grievance.

Step Two:

a. In the event the grievance has not been resolved at Step One, then within three (3) working days following the determination of the immediate supervisor, the matter may be submitted to the Director of the Department.

b. The Director of the Department or his representative shall review the matter and make a determination within five (5) working days from the receipt of the complaint.

Step Three:

a. In the event the grievance has not been resolved at Step Two, the Union may within fifteen (15) working days request

arbitration. The arbitrator shall be chosen in accordance with the Rules of the American Arbitration Association, or the New Jersey State Board of Mediation.

b. However, no arbitration hearing shall be scheduled sooner than forty-five (45) days after the final decision by the Director of the Department. In the event the aggrieved elects to pursue Court action, the arbitration hearing shall be canceled and the matter withdrawn from arbitration. The Union shall pay whatever costs may have been incurred in processing the case to arbitration.

c. The arbitrator shall be bound by the provisions of this Agreement and restricted to the application of the facts presented to him involved in the grievance. The arbitrator shall not have the authority to add to, modify, detract from or alter in any way the provisions to this Agreement or any amendment or supplement thereto.

d. The costs for the services of the arbitrator shall be borne equally between the Borough and the Union. Any other expenses incurred, including but not limited to the presentation of witnesses, shall be paid by the party incurring same.

e. The arbitrator's decision shall be binding and he shall set forth his findings of facts and reasons for making the award within thirty (30) days after conclusion of the arbitration hearing unless agreed to otherwise by the parties.

f. No reply at any step of the Grievance Procedure shall be deemed a denial.

ARTICLE IV

UNION REPRESENTATIVES

A. Union activities, in addition to the rights of representation set forth in the Grievance Procedure, may be conducted on Borough property provided such activities do not disrupt normal work operations.

B. The Union shall notify the Borough or its designees of the names of current Union officers and stewards responsible for processing grievances.

C. Shop Stewards

The employer recognizes the right of the Union to designate Shop Stewards and alternates from the Employer's seniority list. The authority of Shop Stewards and alternates so designated by the Union shall be limited to and shall not exceed the following duties and activities:

1. The investigation and presentation of grievances to the employer or the employer's designated representative, in accordance with the provisions of the Collective Bargaining Agreement.

2. The transmission of such messages and information which shall originate with and are authorized by the Local Union, or its officers, provided such messages and information:

- (a) have been reduced to writing; or
- (b) if not reduced to writing, are of a routine nature and do not involve work stoppages, slow-downs, refusal to handle goods, or any other interference with the employer's business.

Shop Steward and alternates have no authority to take strike action or any other action interrupting the employer's business, except as authorized by law and by official action of the Union. The employer recognizes these limitations upon the authority of Shop Stewards and their alternates, and shall not hold the Union liable for any unauthorized acts. The employer, in so recognizing such limitation, shall have the authority to impose proper discipline, including discharge, in the event the Shop Steward has taken unauthorized strike action, slowdowns, or work stoppage in violation of this Agreement.

ARTICLE V

SICK LEAVE

A. Every employee subject to this Agreement shall be entitled to paid sick leave benefits per annum according to N.J.A.C. 4:1-1.1 et seq., of the Civil Service Rules for the State of New Jersey, revised November 30, 1973.

B. Service Credit for Sick Leave

1. All permanent employees, or full time provisional employees, shall be entitled to sick leave with pay based on their aggregate years of service.

2. Sick leave may be utilized by employees when they are unable to perform their work by reason of personal illness, accident, or exposure to contagious disease.

3. Such sick leave shall not include any extended period where the employee serves as a nurse or housekeeper during this period of illness.

C. Amount of Sick Leave

1. Sick leave with pay shall accrue to any full time employee on the basis of one (1) working day per month during the remainder of the first calendar year of employment after initial appointment and fifteen (15) days in every calendar year thereafter.

2. Any amount of sick leave allowance not used in any

calendar year shall accumulate to the employee's credit from year to year to a total of no more than fifty (50) days to be used if and when needed for such purpose.

3. An employee shall not be reimbursed for accrued sick leave at the time of termination of his employment.

D. Reporting of Absence on Sick Leave

1. If an employee is absent for reasons that entitle him to sick leave, his supervisor shall be notified promptly as of the employee's usual reporting time, except in those work situations where notice must be made prior to the employee's starting time.

(a) Failure to so notify his supervisor may be cause of denial of the use of sick leave for that absence and constitute cause for disciplinary action.

(b) Absence without notice for five (5) consecutive days shall constitute a resignation.

E. Verification of Sick Leave

1. An employee who shall be absent on sick leave for three (3) or more consecutive working days shall be required to submit acceptable medical evidence substantiating the illness.

(a) An employee who has been absent on sick leave for periods totaling ten (10) days in one calendar year consisting of periods of less than five (5) days, shall submit acceptable medical evidence for any additional sick leave in that year unless

such illness is of a chronic or recurring nature requiring recurring absences of one (1) day or less in which case only one certificate shall be necessary for a period of six (6) months.

(b) The Borough may require proof of illness of an employee on sick leave, whenever such requirement appears reasonable and warranted under the circumstances. Abuse of sick leave shall be cause for disciplinary action. Alleged abuses shall be investigated by the Business Representative of the Union and a representative of the Borough.

2. In case of leave of absence due to exposure to contagious disease, a certificate from the Department of Health shall be required.

3. The Borough may require an employee who has been absent because of personal illness, as a condition of his return to duty, to be examined at the expense of the Borough, by a physician designated by the Borough. Such examination shall establish whether the employee is capable of performing his normal duties and that his return will not jeopardize the health of other employees.

ARTICLE VI

LEAVES OF ABSENCE

A. A leave of absence without pay shall in the discretion of the Borough, be granted for good cause to any employee who has been employed for a period of ninety (90) days after his probationary period.

B. Employees returning from authorized leaves of absence as set forth herein will be restored to their original rate of pay, with no loss of seniority or other rights.

C. The Union shall have the right to endorse or not to endorse the written request of any employee.

ARTICLE VII

JURY DUTY

A. In the event an employee is called to Federal or State jury services, then an employee shall be paid the difference between his regular rate of pay for forty (40) hours and the amount of his stipend for such jury service for up to a maximum of twenty (20) working days per year.

ARTICLE VIII

HOLIDAYS

A. Effective January 1, 1977, each employee shall enjoy ten (10) paid holidays for each year of this Agreement, as follows:

1. New Year's Day
2. Washington's Birthday
3. Good Friday or Easter Monday
4. Memorial Day
5. Independence Day
6. Labor Day
7. Armistice Day
8. Thanksgiving Day
9. Christmas Day
10. Columbus Day

In order to qualify for payment, the employee must work his last and first regularly assigned work day before and after the holiday.

B. In addition, each employee shall enjoy two (2) personal days during the year 1977. The employee shall request the use of such days at least seventy-two (72) hours in advance except in the event of personal emergencies and shall not be unreasonably refused the use of such personal days subject to manpower needs of the department in which he is employed. In the event of multiple requests for the same day, seniority shall be used to determine priority.

ARTICLE IX

BEREAVEMENT LEAVE

A. Death leave of absence shall be granted to each employee where there is a death in the employee's immediate family, to include father-in-law and mother-in-law, or death of a relative residing in such member's household.

B. Death leave of absence of up to five (5) days shall be granted from date of death until date of interment, unless circumstances warrant additional time. If additional time is required, the Director shall have the power to grant the same at his discretion or at the discretion of someone authorized by him to grant extended leave.

C. Death leave of absence shall be granted for a period of one (1) day upon the death of the member's grandfather, grandmother, aunt, uncle, brother-in-law, son-in-law, daughter-in-law, sister-in-law, providing that the above do not fall into the category of Section A.

D. Death leave of absence shall not be charged against vacation or holiday leave and the employee shall be compensated as if he had worked those days.

ARTICLE X

HOURS AND OVERTIME

A. The normal work day shall consist of eight (8) hours per day.

B. All work performed in excess of eight (8) hours per day or forty (40) hours per week shall be considered overtime and shall be paid at the rate of one and one-half (1 1/2) times the employee's regular hourly rate of pay.

C. Overtime shall be distributed as equitably as possible, provided the employee has the ability to perform the work, and seniority shall be used as a factor in such distribution.

D. In the event that an employee is recalled to duty on a Sunday or a holiday, he shall be paid at twice his regular hourly rate of pay.

E. In the event of recall to duty not included within the provisions of Section D, an employee shall be guaranteed a minimum of two (2) hours pay at the overtime rate.

F. In the event of re-call to duty on holidays, employees shall be paid at the rate of double time for all hours worked.

ARTICLE XI

DEDUCTIONS FROM SALARY

A. The Borough agrees to deduct from the salaries of its employees subject to this Agreement dues for the Union. Such deductions shall be made in compliance with Chapter 310, Public Laws of 1967, N.J.S.A. (R.S.) 52:14-15.9(e) as amended. Said moneys together with records of any corrections shall be transmitted to the Union office by the fifteenth (15th) of each month following the monthly pay period in which deductions were made.

B. If during the life of this Agreement there shall be any change in the rate of membership dues, the Union shall furnish to the Borough written notice prior to the effective date of such change and shall furnish to the Borough either new authorization from its members showing the authorized deduction for each employee or an official notification on the letterhead of the Union and signed by the President and Secretary-Treasurer of the Union advising of such charged deduction.

C. The Union will provide the necessary "Check-off Authorization" form and the Union will secure the signatures of its members on the forms and deliver the signed forms to the Director of Finance. The Union shall indemnify, defend and save the Borough harmless against any and all claims, demands, suits or other forms of liability

that shall arise out of or by reason of action taken by the Borough in reliance upon salary deduction authorization cards submitted by the Union to the Borough or in reliance upon the official notification on the letterhead of the Union and signed by the President and Secretary-Treasurer of the Union advising of such changed deduction.

D. In the event the Legislature enacts and the Governor signs legislation allowing an agency fee, the parties agree to abide by such legislation if mandatory and if permissive to reopen negotiations on this issue only.

E. The employer shall notify the Union in writing within ten (10) days of the voluntary or involuntary termination of any employee covered by this Agreement.

ARTICLE XII

VACATIONS

A. Employees covered by this Agreement shall be entitled to the following paid vacation leave:

After the first year of employment	- 10 working days
In the eleventh (11th) year of employment	- 11 working days
In the twelfth (12th) year of employment	- 12 working days
In the thirteenth (13th) year of employment	- 13 working days
In the fourteenth (14th) year of employment	- 14 working days
In the fifteenth (15th) year of employment and thereafter	- 15 working days

ARTICLE XIII

SUBCONTRACTING

A. The employer shall not subcontract any work ordinarily performed by employees covered by this Agreement, except in the event of emergencies. This clause shall not be deemed to preclude the hiring of part-time and/or temporary and/or seasonal employees.

ARTICLE XIV

SAFETY AND HEALTH

A. The parties represent that they shall comply with the provisions of all Federal and State acts applicable to safety and health.

ARTICLE XV

SENIORITY

A. Seniority shall be defined as the employees uninterrupted service with the Borough counted from date of initial appointment. Seniority shall be administered, for the purposes of this contract, by Department. Traditional principles of seniority shall apply to lay-offs and any subsequent recalls to employment.

B. In the event of vacancies or transfers to different assignments within a Department, providing all employees are equally qualified to perform the work, seniority shall be the primary factor in assignment.

ARTICLE XVI

NO-STRIKE AND NO-LOCKOUT PLEDGE

A. During the term of this Agreement, the Union agrees on behalf of itself insofar as is legally possible on behalf of each of its members that there will be no strike of any kind and the Borough agrees that it will not cause any lockout.

B. The Union covenants and agrees that neither the Union or any person acting in its behalf will cause, authorize, or support, nor will any of its members take part in any strike (i.e., the concerted failure to report for duty, or willful absence of an employee from his position, or stoppage of work or abstinence in whole or in part, from the full faithful and proper performance of the employee's duties of employment), work stoppage, slowdown, walkout or other job action against the Borough.

C. Nothing contained in this Agreement shall be construed to limit or restrict the Borough in its right to seek and obtain such judicial relief as it may be entitled to have in law or in equity for injunction or damages, or both, in the event of such breach by the Union or its representatives.

ARTICLE XVII

SALARIES

A. The salaries of all employees within the unit shall be five percent (5%) greater than salaries paid in 1976.

B. All employees in the unit not entitled to longevity pay will receive a payment of One Hundred Fifty Dollars (\$150.00) on or about December 1, 1977. Employees within the unit shall be entitled to the same longevity pay as is paid to other full time employees of the Borough and those employees within the unit entitled to receive such longevity will receive the same in lieu of the payment provided for by the first sentence of this paragraph. Those employees entitled to longevity will receive the same on or about December 1, 1977.

ARTICLE XVIII

SEPARABILITY AND SAVINGS

A. If any provision of this Agreement or any application of this Agreement to any employee or group of employees is held invalid by operation of law or by a Court or other tribunal of competent jurisdiction, such provision shall be inoperative but all other provisions shall not be affected thereby and shall continue in full force and effect.

ARTICLE XIX

FULLY BARGAINED PROVISIONS

A. This Agreement represents and incorporates the complete and final understanding and settlement by the parties of all bargainable issues which were or could have been the subject of negotiations. During the term of this Agreement, neither party will be required to negotiate with respect to any such matter whether or not covered by this Agreement, and whether or not within the knowledge or contemplation of either or both of the parties at the time they negotiated or signed this Agreement.

B. This Agreement shall not be modified in whole or in part by the parties except by an instrument in writing only executed by both parties.

ARTICLE XX
TERM AND RENEWAL

The terms and conditions of this Agreement shall, except as herein otherwise expressly provided, become effective the 1st day of January, 1977, and shall continue in full force and effect up to and including the 31st day of December, 1977, and thereafter from year to year unless and until either party shall give to the other notice, pursuant to the Rules and Regulations of the Public Employment Relations Commission.

IN WITNESS WHEREOF, the parties hereto have hereunder set their respective hands and seals as of the day and year first above written.

Attest:

William Spear

BOROUGH OF COLLINGSWOOD

By

Michael Gennaro

LOCAL 830, I.B.T.

By

Robert S. Smith